the conviction of the defendant for murder, and before sentence, a new statute went into effect extending the time after sentence within which the judgment of death should be carried into effect. *Held,* that the statute was not *ex post facto* as to the defendant for the reason that the extension of time was a mitigation and not an increase of punishment.

The argument of the court is (1) that death is the extreme penalty that can be inflicted; (2) any change of penalty short of that is a mitigation; and (3) postponement of the time of its infliction is also a mitigation. The only authority directly in point on the third proposition is *People v. McNulty,* 93 Cal. 427, which is directly opposed to the present decision. (Three justices dissented.) In *In re Petty,* 22 Kan. 477, the subsequent statute extended the time within which the execution must take place from eight weeks to not less than one year, and provided further, that it should take place there only upon the issuance of the governor's warrant; held, *ex post facto* and void. And the decision was the same in respect to a similar statute in *Hartung v. People,* 22 N. Y. 95; although the doctrine there laid down that any alteration in the manner of punishment is necessarily *ex post facto* as to one convicted before the going into effect of the alteration has been repudiated. *People v. Hayes,* 140 N. Y. 484.

INDEMNITY INSURANCE—CONSTRUCTION OF POLICY—LEGAL EXPENSES.—CORNELL V. TRAVELER'S INS. CO., 67 N. E. 578 (N. Y.).—An indemnity insurance policy provided for the liability of the insurers in case of accidental injury caused in the course of business of the insured to persons other than employes, and made it the duty of the insurer to negotiate settlement of such claims. Election was given to the company, in event of suit, to pay the full amount of its liability to the insured or defend the proceedings, consent in writing being necessary to bind it. *Held,* that the insurer was not liable for the successful defense by the insured of suits brought against him without legal basis. Cullen, Vann and Werner, JJ., *dissenting.*

The court decided that the obligation of the insurer to defend claims against the insured included only valid claims, since it is not unusual for business men to be sued on claims without just basis and, in such a case, the plaintiff must bear the loss as it was not insured against. The dissenting opinion is based on the proposition that the insurers should defend claims of such a character that if established, they would be liable. In the cases cited in support of this contention, the language seems to have been broader than in the case under discussion and did not restrict indemnity to "circumstances which shall impose on the insured a liability to the person injured" as above.

INJUNCTION—GROUNDS OF REMEDY—STRIKES.—MASTER HORSESHOERS, ETC., V. QUINLIVAN, 82 N. Y. SUPP. 288.—Defendants, a voluntary association of journeymen, demanded that plaintiff, an incorporated association of master mechanics, should permit them to affix their stamp, or trademark, to the work done by them in the shops of plaintiff's members. Upon refusal of the demand defendants declared a strike. *Held,* an injunction may be had restraining defendants from committing acts of violence against members of plaintiff association or their employes. Van Brunt, P. J., and Ingraham, J., *dissenting.*